Contract NO. 2024-ERGS-XSTL-LW-002

FREYSSINET SRBIJA DOO
Br. 012 / 24
Datum 11 / 01 2024 god.
BEOGRAD

Subcontract for Precast beam post-tensioning construction

预制梁后张法预应力工程作业分包合同

Party A: SHANDONG LUQIAO GROUP CO. LTD OGRANAK

BEOGRAD-Novi Beograd

Party B: FREYSSINET SRBIJA DOO

This Subcontract number 2024-ERGS-XSTL-LW-002 is concluded in Subotica, on 11.01.2024, between:

Party A/甲方: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd, MB: 29508739, PIB: 112302292, Trg prijateljstva Srbije i Kine 4, 11070 Novi Beograd. Represented by Wang Yong

And 和

Party B/乙方: FREYSSINET SRBIJA DOO, MB: 21575496, PIB: 111933613 22. Oktobra 15, 11080 Zemun, Represented by Miodrag Stanković.

In order to complete the Project of Modernization and Reconstruction of the Hungarian-Serbian Railway in the territory of the Republic of Serbia, Section Novi Sad-Subotica-State Border (Kelebija) Civil and Track Engineering NS-II, Party A entrusts Party B to execute the works for post-tensioning construction of the Precast beam. After negotiation, both parties reached the following agreement:
为完成塞尔维亚共和国境内匈塞铁路现代化改造诺维萨德-苏博蒂察-边境（克莱比奥）区段土建与轨道工程二标项目，甲方委托乙方执行预制梁预应力后张法施工。经协商，双方达成如下协议：

1.Definitions and Explanations
1.定义与解释
1.1 Employer: refers to **Railway Infrastructure Serbia Co., Ltd., the Ministry of Construction, Transport and Infrastructure of Government of the Republic of Serbia** and their successors, as well as the **Joint Venture of China Railway International Co., Ltd. & China Communications Construction Company Ltd**.
1.1 发包人：指塞尔维亚铁路基础设施有限公司和塞尔维亚共和国政府建设、交通和基础设施部，以及中铁国际与中交股份联营体。

1.2 The words indicating single-gender in the Contract include all genders unless otherwise specified;
1.2 本合同中的“单一性别”字样，除非另有说明，包括所有性别；

1.3 The words indicating the singular include the plural, and the words indicating the plural also include the singular;
1.3 表示单数的词语包括复数，表示复数的词语也包括单数；

1.4 Day: refers to the calendar day unless otherwise specified.
1.4 天：除另有规定外，为日历日。

1.5 Supervisor: refers to the legal entity or other organization appointed by the Employer to supervise and manage the Party A's performance of the construction work. The Party B shall be notified about who will be the Supervisor after the Employer appointed it.
1.5 监理：指发包人指定对甲方实施施工进行监督管理的法人或其他组织， 在发包人任命后，将通知乙方谁将担任监理。

2.Scope of Works and Composition of Subcontract
2.分包合同的工作范围和组成
2.1 Scope of Works : Implement prestressed post-tensioning construction of precast beams. The work scope includes but is not limited to: supply and delivery of prestressing material, preparation of method statement,, cutting and installation of steel strands, installation of anchors, prestressed tensioning construction, grouting

works, completing the testing and inspection, and issuing a qualified report, etc. and all relevant works for the safety, environmental protection and temporary measures required by this project.
2.1 工作范围：完成预制梁预应力后张法施工，具体工作包括但不限于预应力材料供应与交付，编制施工方案，钢绞线的切割、安装，锚具的安装，预应力张拉施工，灌浆，完成检测检验并出具合格报告等；以及因本工程所要求的安全、环保及临时措施等相关所有工作内容。

2.2Composition of Subcontract
2.2 分包合同的构成
2.2.1This Subcontract and Appendixes;
2.2.1 本分包合同及附件；

2.2.2Execution Design Drawings and Technical Specifications;
2.2.2 执行设计图纸和技术规范；

2.2.3Work Instructions from Supervising Engineer (if any) relevant to the Works;
2.2.3 监理工程师的与工程相关工作指导书（如有）；

2.2.4The managing documents of Party A, meeting minutes, and contact sheets of both parties.
2.2.4 甲方管理文件、会议记录、双方联系表。

2.2.5The Offer of Party B no. REF: 2399-PT REV 0 dated 25.12.2023.
2.2.5 乙方报价，编号 REF: 2399-PT REV 0，日期为 2023 年 12 月 25 日。

3.The Subcontract Price
3.分包价格
3.1 This is a subcontract on the unit price basis. The subcontract price includes all engineering costs for the full performance of this Subcontract, as well as the direct and indirect costs incurred by Party B for completing the Works under this Subcontract.
3.1 这是一个以单价为基础的分包合同。分包价包括为全面履行本分包合同的所有工程费用，以及乙方为完成分包合同工程而产生的直接和间接费用。

3.1.1Party B fully confirms the adequacy and sufficiency of the Subcontract Price. The Subcontract Price is based on the data, its verification and interpretation, required information, inspection, and all relevant matters and other implied data available to Party B.
3.1. 1 乙方充分确认分包价格的充分性。分包价格基于乙方可获得的数据、其验证和解释、所需信息、检查以及所有相关事项和其他隐含数据。

3.1.2 When Party B signs the contract, Party B has fully understood the market price of personnel, materials and machinery and equipment required for the project, and the risk cost caused by factors such as price changes and material scarcity has been included in the subcontracting price.
3.1.2 乙方签订合同时，乙方充分了解本工程所需人员、材料及机器设备的市场价格，价格变动、材料稀缺等因素造成的风险成本已包含在分包价格中。

3.1.3Party B confirms that he has entered into this Subcontract on the basis of proper examination, verification, and interpretation of all data including data provided by Party A and any other data available relating to the Site, and surrounding area.
3.1.3 乙方确认，他已在对所有数据（包括甲方提供的数据以及与现场及周边区域相关的任何其他可用数据）进行适当检查、验证和解释的基础上签订了本分包合同。

3.2The Subcontract Price is 33,303.20 euros (without VAT) (in words: Thirty-three thousand three hundred three point two and 20/100 euros). VAT shall be calculated according to the Serbian VAT law. The total price of this subcontract is only an estimated total price, and the specific settlement and payment amount shall be calculated based on the actual completed and confirmed project quantity and the fixed unit price.
3.2 分包价格为 33,303.20 欧元（不含增值税）（大写：叁万叁仟叁佰零叁点贰 欧元 ）； 增值税应根据塞尔维亚增值税法计算。本分包总价只是预估总价，具体结算及支付金额以实际完成的工程量与固定的单价计算。

Price List 价格表

编号 NO.	细目名称 Description	单位 Unit	预估数量 Estimated Quantity	不含税单价 Unit price without VAT (EUR)	合价 Price (EUR)	备注 Remark
1	Tensile precast beam strand 预制梁钢绞线张拉	kg	11,894.00	2.80	33,303.20	The material list is in Appendix 2 材料清单见附件 2
Total(EUR) /合计(欧元)					**33,303.20**	

3.2.1 The Subcontract Price includes all the taxes and fees except VAT. Party A has no obligation of paying any taxes and fees to Party B, no matter if there is any tax-changing that occurs during the period of Subcontract performance, even though the taxes are related to the Works.
3.2.1 分包价格包括除增值税外所有税费。 甲方没有义务向乙方支付任何税费，无论在分包合同履行期间是否发生任何税费变化，即使这些税费与工程有关。

3.3Under this contract, Party A is obliged to provide the water and electricity used in the tensioning process, as well as the installation of the bellows and following services:
3.3 在本合同下，甲方仅有义务提供张拉过程中使用的水和电，以及波纹管的安装和下列服务：

- provision of sufficient space secured warehouse space well drained and protected from rain and wind for storage of delivered materials and equipment, exterior storage for strand and ducts, with wood frames to support the ducts.
- 提供充足的仓库空间，该空间必须防护雨水和风，并保证通风良好，用于存放交付的材料和设备，为钢绞线和波纹管提供外部存储，木框架支撑波纹管；

- provision of adequate access-road for commercial vehicle (24t) load for materials supply to site,
- 为商用车辆（24吨）提供充足的进场道路，用于向现场供应材料；

- provision of crainage equipment for unloading, manipulation during works execution at the site and loading of materials (max 3t) and Freyssinet equipment to all working positions and at the storage place,
- 提供装卸设备，用于在现场施工期间进行卸载、操作，以及将材料（最大3吨）和Freyssinet设备装载到所有工作地点和储存地点；

- provision of local transport of materials from storage/a working position to another working position; Freyssinet will be responsible for local (horizontal) transport of PT equipment,
- 提供从储存/工作地点到另一工作地点的材料当地运输；Freyssinet将负责预应力设备的当地（水平）运输；

- provision of safe access and working platforms at all working places of Freyssinet,

•在Freyssinet的所有施工现场提供安全通道和工作平台；

•provision of electrical power source with adequate connections of sufficient power, directly at the execution works locations (electrical sockets), and to provide proper lighting at the execution works location in necessary; Freyssinet will be provide power cables from electrical sockets to PT equipment,
•直接在施工现场（电气插座）提供具有足够功率的充足连接的电源，必要时在施工现场提供适当的照明；Freyssinet将提供从电气插座到自己设备的电力电缆；

•provision and installation of all necessary reinforcement around the tendons and anchorages (bursting and hoop reinforcement around anchorages),
•在钢筋束和锚具周围提供和安装所有必要的钢筋（锚具周围的防爆和环箍钢筋）；

•supply and placing of supports in the reinforcement for the steel corrugated ducts and the steel U bends. Party A is responsible for installation of ducts,
•为钢波纹管和钢U形弯管的钢筋提供供应和铺设。甲方负责波纹管的安装；

•installation of the corrugated ducts and trumplets and approval of all levels from the Supervisor. Ducts and trumplets are provided by Freyssinet,
•提供波纹管和备用术固定件的安装，需要监理工程师的各级批准。Freyssinet提供波纹管和备用术固定件；

•installation of necessary formworks suitable for installation of PT anchor blocks,
•安装适用于安装锚块的必要模板；

•provision of necessary space for jack installation during post tensioning works,
•在后张拉工程期间为千斤顶安装提供必要的空间；

•if necessary, to install temporary protection (HDPE hoses) inside the ducts during concreting, and to remove protection from ducts after concreting. If the ducts are blocked during concreting Party A is obliged to unblock them before strand installation. In case of damages of ducts by Party A or other subcontractors, Freyssinet will be entitled to be paid for additional quantities of ducts delivered.
•如有必要，在浇筑混凝土期间在波纹管内安装临时保护装置（HDPE软管），并在浇筑混凝土后拆除保护装置；如果在浇筑混凝土期间波纹管被堵塞，甲方有义务在钢绞线安装前将其疏通。如果甲方或其他分包商损坏了材料，Freyssinet有权就额外交付的材料数量获得付款；

•to provide drinking water directly to place for execution of works, for preparation of grouting mixture. To provide suitable chilled clean water for grouting during hot weather,
•直接向施工现场提供饮用水，用于制备灌浆混合物。在炎热天气期间为灌浆提供合适的冷清洁水；

•heating of the structure if the grouting is required to be performed during the cold days,
•如果需要在寒冷天气进行灌浆，则提供加热；

•transport and disposal of waste from site,
•提供现场废物的运输和处置；

•provide for and satisfy all requirements requested by the authorities, institutions or others as required to carry out the works.

•满足当局、机构或其他要求开展工程的所有要求。

The transportation to the site, purchase, and lease of all other materials, equipment, and machinery for the completion of this work shall be carried out by Party B at its own expense.
其余为完成本工作的其他全部材料、设备、机械的运输、购买、租赁均由乙方自费实施。

4. Method of Quantity Measurement and Payment
4. 计量及支付方式

4.1 Measurement: The measurement period for executed works under this Subcontract is once a month (when the measurement conditions are met). Before the 24th to the 28th of each month, Party B shall prepare and submit the measurement book as required by Party A. Party A shall approve or revise the measurement book submitted by Party B before the 7th of next month.
4.1 计量：本分包合同下已完成工程的计量周期为一个月（当满足计量条件时）。每月 24 至 28 号前，乙方按甲方要求编制计量书。甲方应在下月 7 号前对乙方提交的计量书进行批准或修改。

4.2 Interim Payment:Party B shall provide Party A with the qualified report required by supervision within 5 working days after the tensioning is completed, and the supervision and acceptance shall be completed within 30 days. After passing the inspection and acceptance by the supervisor and the approval of Party A's measurement document, Party B starts to apply for the interim payment certificate . Party A will pay or deduct the services provided by Party A to Party B and/or the services provided by Party B to Party A and/or Party B's liquidated damages and/or Party A's liquidated damages in accordance with the subcontract. Party A will pay within 15 working days after the interim payment certificate is issued and the official invoice is received.
4.2 中期付款：乙方在张拉完成后 5 个工作日内向甲方提供监理需要的合格报告，30 日内监理验收完成。监理验收合格并在甲方计量书批准后，乙方开始申请中期付款证明。 甲方将根据分包合同对甲方向乙方提供的服务和/或乙方向甲方提供的服务和/或乙方的违约金和/或甲方的违约金进行支付或扣除，甲方将在中期支付证书签发并收到正式发票之后 15 个工作日内支付。

4.3 Party B shall provide Party A with an official invoice according to Party A's requirement.Payment shall be made in dinar (RSD) at the middle exchange rate of the National Bank of Serbia on the date of the invoice issued.
4.3 乙方应按甲方要求向甲方提供正式发票。应按照发票开具之日塞尔维亚国家银行的中间汇率以第纳尔 (RSD)支付。

4.4 Party B shall submit appropriate documents required by the financial department of Party A, which must be communicated to Party B in accordance with provision 4.3 of this Subcontract. Party A shall be exempted from any responsibility if the payment is delayed caused by Party B.
Party B's bank account: 170-003005027900095, UniCredit Bank Srbija a.d.
4.4 乙方应提交甲方财务部门要求的相应文件，这些文件必须按照本分包合同第 4.3 条的规定传达给乙方。如因乙方原因造成延迟付款，甲方不承担任何责任。
乙方的银行账户： 170-003005027900095, UniCredit Bank Srbija a.d.

4.5 Advance payment/预付款
No advance payment for this work.
本工程无预付款。

4.6 Final payment: After the project is completed, Party B shall provide the qualified report required by the supervision within 5 working days, and the supervision and acceptance shall be completed within 30 days.

after the supervision and acceptance pass, Party B starts to apply for the final payment certificate. Party A will pay or deduct the services provided by Party A to Party B and/or the services provided by B to Party A and/or Party B's liquidated damages and/or Party A's liquidated damages according to the subcontract, and the final payment certificate will be Payment will be made within 15 working days from the date of issue. Before payment, Party B shall provide Party A with a bank guarantee for the warranty period.
4.6 终期付款：工程完工后，乙方 5 个工作日内提供监理需要的合格报告，30 日内监理验收完成，监理验收合格后，乙方开始申请终期付款证明。 甲方将根据分包合同对甲方向乙方提供的服务和/或乙方向甲方提供的服务和/或乙方的违约金和/或甲方的违约金进行支付或扣除，终期支付证书将在收到正式发票之后起 15 个工作日内支付，在支付之前，乙方先向甲方提供用于质保期的银行保函。

4.7 The measurement book submitted by Party B to Party A shall include supporting documents related to measurement, which shall meet the requirement that Party A's application for payment to the Employer. The supporting documents that should include but are not limited to construction logs, submission of RIA (request for inspection and approval), measurement books, test reports, etc. The provision of these measurement documents is one of the measurement conditions, If Party A is unable to apply for payment to the Employer due to Party B's reasons, Party A has the right to delay the measurement or file a claim against Party B.
4.7 乙方向甲方提交的计量书应包括计量相关支撑文件，应满足甲方向发包方申请付款。应包括的支撑文件包括但不限于施工日志、提交 RIA（request for inspection and approval）、计量书、试验报告等，提供这些计量这些文件是计量条件之一，若因乙方原因造成甲方无法向发包人申请付款，甲方有权延迟计量或向乙方提出索赔。

5. Works Schedule
5. 工期
5.1The time limit for completing Works under this Subcontract shall be 15 calendar days after the date of delivery of the first part of materials and equipment by Party B. After signing this subcontract, Party B is obliged to mobilize machinery and equipment to be prepared to start works in accordance with Party A's instructions in accordance with time limits established in previous part of this provision 5.1.
5.1 完成本分包合同的期限应为第一部分材料和设备交付之日后的 15 个日历天。签订本分包合同后，乙方有义务按照本条第 5.1 条前部分规定的时限，按照甲方的指示调动机器设备开工。

5.2 Extension of the Time for Completion: The Time for Completion could be extended if any delay is caused by force major or the delay was caused by Party A. Extension could be permitted if any extension instruction is issued by the Supervising Engineer and/or Party A, which is directly connected with the scope of work of Party B. Party A must issue an extension order if the delay was caused by Party A. If the delay is caused by Party B, no extension will be granted.
5.2 竣工时间的延长：如因不可抗力或甲方造成的延误，竣工时间可予以延长。如监理工程师和/或甲方发出任何与乙方的工作范围直接相关的延期指令，则可允许延期。如果延误是由甲方造成的，甲方必须发出延期令。如果延误是由乙方造成的，则不予延期。

5.3 Party B signs this Subcontract based on a full understanding of Party A's dynamic plan that is provided to Party B before signing of this Subcontract and that constitutes integral part of this Subcontract as Appendix 4. Party B shall carry out the works strictly following Party A's dynamic plan. If the work progress is behind the dynamic plan, Party A will send notice to Party B to take acceleration measures, if Party B's work progress fails to meet the requirements after being warned twice, Party A has the right to take back all or part of the works for self-execution or hand over to other Parties for execution, and the relevant costs and losses shall be borne by Party B.

5.3 乙方在充分了解甲方动态计划的基础上签订本分包合同，该动态计划构成本分包合同不可分割的一部分，见附件 4，乙方应严格按照甲方的动态计划进行工作。如果工作进度落后于动态计划，甲方将通知乙方采取加速措施，如果乙方经两次警告后工作进度不符合要求，甲方有权收回全部或部分自行执行或移交其他方执行的工程，相关费用和损失由乙方承担。

5.4 For any delay caused by Party B, Party B shall pay the delay damage in the amount of 0.5% of the Subcontract Price per day, and the maximum amount of delay damage shall be 5% of the final Subcontract Price.
5.4 乙方造成的任何延误，乙方应支付每天分包价的 0.5%的延误损失，延误损失的最高金额不能超过最终分包价的 5%。

6. Quality Warranty Period and Defect Liability Period
6.质量保修期及缺陷责任期
6.1 Quality warranty period： From the date when Party A receives the take-over certificate from the Employer, to the following two-year period. Before the end of the warranty period, Party B shall repair any defects caused by Party B at its own expense (Party A and Party B shall jointly investigate the cause of the defect and/or damage). If Party B cannot repair the defect within a reasonable time notified by Party A, Party A will repair it by itself or entrust others to repair it, and Party B shall bear the cost.
6.1 质量保修期：自甲方收到发包人的接管证书之日起，至随后的 2 年期限，在保修期结束前，乙方应自费修复因乙方造成的任何缺陷（甲方和乙方应共同调查缺陷和/或损坏的原因）。如果乙方不能在甲方通知的合理时间内修复缺陷，甲方将自行修复或委托他人修复，费用由乙方承担。

7.The right and obligation of each party
7.各方的权利和义务
7.1The right and obligation of Party A / 甲方的权利和义务
7.1.1Party A shall have the right to decide, at the request of the Employer, all issues relating to the quality, acceptance, performance, and progress of the Project, and shall decide all matters relating to the interpretation of this Subcontract and the performance of its terms and conditions. For the avoidance of doubt, the decisions made by Party A pursuant to the Employer's requirements shall be final, conclusive, and binding upon Party B.
7.1.1 甲方有权根据发包人的要求决定与工程质量、验收、施工和进度有关的一切问题，并决定与本分包合同条款和条件的解释和履行有关的一切事宜。为免生疑问，甲方根据发包人的要求作出的决定是最终的、决定性的，对乙方具有约束力。

7.1.2Party A shall supervise Party B's full performance of the Subcontract Works, control, supervise and inspect the quality, progress, and HSE work of the project, conduct acceptance and evaluation of the Works completed by Party B on a regular basis, measure the Works completed by Party B and make payment to Party B according to Article 4 of this Subcontract.
7.1.2 甲方应监督乙方全面履行分包合同的工程，控制、监督和检查项目的质量、进度、HSE 工作，定期对乙方完成的工程进行验收和评估，结算乙方完成的合格工作并按本分包合同第 4 条向乙方付款。

7.1.3 Party A shall assign execution managers and engineers to supervise the execution of Works performed by Party B according to this Subcontract. Party A has the right to check Party B's execution log and other required technical documents.
7.1.3 甲方应根据本分包合同指派执行经理和工程师对乙方的工作进行监督。甲方有权查阅乙方的施工日志和其他所需的技术文件。

7.2 The right and obligation of Party B / 乙方的权利和义务

7.2.1 Party B shall organize enough executive personnel and equipment to enter the site according to the date notified by Party A. Party B shall prepare all daily necessities and ensure that the progress will not be affected. As the living materials, temporary housing facility, domestic electricity, and domestic water required by Party B for production shall be borne by Party B at its own expense. Party B shall meet Party A's dynamic plan and its requirements for adjustment of the execution schedule by adding execution equipment and execution teams.

7.2.1 乙方应按甲方通知的日期组织足够的执行人员和设备进入现场。乙方应准备好一切日常用品，并确保不影响进度。乙方生产所需的生活物资、临时建筑设施、生活用电、生活用水等均由乙方自费承担。乙方应通过增加执行设备和执行队伍，满足甲方动态计划及其对执行进度调整的要求。

7.2.2Party B shall organize execution work in strict accordance with the execution data and technical specifications provided by Party A, following instructions and inspection of Party A and supervising engineer, and be responsible for the quality of the Work. Party B shall deal with the issues in accordance with the requirements of the Employer, the supervising engineer, and Party A if rework needed to be done or any losses occurred due to Party B's reason. All related losses shall be borne by Party B.

7.2.2 乙方应严格按照甲方提供的施工资料和技术规范，按照甲方和监理工程师的指示和检查，组织施工工作，并对工程质量负责。因乙方原因需要返工或造成损失的，乙方应按照发包人、监理工程师和甲方的要求处理。所有相关损失由乙方承担。

7.2.3 Party B shall organize and arrange machinery, equipment, and workers timely and reasonably to meet execution requirements of the Works. All administrative staff and technicians shall hold certificates. The workers for special works shall obtain special operation certificates issued by the competent department of the Republic of Serbia. The main technicians shall have rich experience in execution.

7.2.3 乙方应及时、合理地组织、安排机器、设备和工人，以满足施工要求。所有管理人员和技术人员均应持证上岗。特种作业工人应取得塞尔维亚共和国主管部门颁发的特种作业证书。主要技术人员应具有丰富的执行经验。

7.2.4Party B will cooperate with Party A to jointly manage the health and safety at work of the employees at the site in question. Each of the parties is individually responsible for their employees in the field of health and safety at work on the execution site, in accordance with the regulations of the Republic of Serbia. Party B shall carry out on-site management according to the related regulations of Serbia, comply with all the laws and regulations related to environmental protection and be responsible for handling and bearing full costs of environmental pollution caused to roads and rivers.

7.2.4 乙方将与甲方合作，共同管理相关现场员工的工作健康和安全。根据塞尔维亚共和国的规定，每一方对其员工在执行现场工作的健康和安全领域分别负责。乙方应按照塞尔维亚有关规定进行现场管理，遵守所有与环境保护有关的法律法规，并负责处理和承担对道路和河流造成的环境污染的全部费用。

7.2.5Party B shall assist Party A in measurement, quality, safety, execution progress, environment protection, site management, inspections, and data collection. Besides, Party B shall timely fill in the execution reports, safety execution reports, Measurement Books, and construction diary. Party B shall be responsible for filling and submission of original documents, and shall timely submit the execution schedule and the documents required by Party A.

7.2.5 乙方应协助甲方进行计量、质量、安全、执行进度、环境保护、现场管理、检查、数据收集等工作。此外，乙方应及时填写施工报告、安全施工报告、计量书及施工日志。乙方负责原件的填写和提交，并及时提交施工进度和甲方要求的文件。

7.2.6 Party B shall submit to Party A a list of names and a photocopy of the ID of Party B's personnel on-site. Party B shall equip his staff with all required social insurance and bear the related insurance cost.
7.2.6 乙方应向甲方提交乙方现场人员名单及身份证复印件。乙方应为其员工配备所有必要的社会保险并承担相关的保险费用。

7.2.7 Any dispute between Party B and the Third-Party during execution shall be settled by Party B. Party B shall pay all the relevant taxes in accordance with local laws and regulations.
7.2.7 乙方与第三方在执行过程中发生的任何争议，由乙方解决。乙方应根据当地法律法规缴纳所有相关税费。

7.2.8 Party B shall guarantee the quality of Works. In case of any defects or quality accidents, if supervising engineer issues instructions to rectify or remove the defects or quality accidents, Party B shall follow accordingly at its own expense, unless such defects or quality accidents are caused by Party A.
7.2.8 乙方应保证工程质量。发生任何缺陷或质量事故时，如果监理工程师下达整改或消除缺陷或质量事故的指令，乙方应自费遵照执行，除非该缺陷或质量事故是由甲方造成的。

7.2.9 In case of any damage to the surrounding property or area caused solely by Party B during the execution of subcontracted Works, Party B shall bear the maintenance costs and shall not affect the time for completion. While evacuation, Party B shall remove all the equipment, surplus material, waste, and all kinds of temporary facilities to make the site clean and meet the requirement of Party A.
7.2.9 分包工程施工过程中乙方如对周边财产或区域造成损害，乙方应承担维修费用，不影响竣工时间。撤场时，乙方应撤离所有设备、多余材料、废物和各种临时设施，使场地清洁，符合甲方要求。

8.Variation, claim, and Insurance
8.变更、索赔和保险
8.1Variation and Additional Works / 变更和附加工作
8.1.1The Works variation and adjustment shall be carried out in accordance with the Contract between Party A and his Employer, Party B shall be responsible to assist Party A to submit relevant documents as required by the Employer and the submitted documents shall be confirmed by the representative of Party B in writing. The approval and reply of the Employer, which is made shall be binding to both parties.
8.1.1 工程变更和调整应按照甲方与发包人签订的合同进行，乙方负责协助甲方按发包人要求提交相关文件，并且提交的文件应由乙方代表书面确认。发包人作出的批准和答复对双方均具有约束力。

8.1.2 Party B shall provide all the invoices and documents of the variation or additional works approved by Party A. Moreover, all the original receipts and evidence of cost, transportation, and management of materials used for such works shall be supplied for Party A's review.
8.1.2 乙方应提供经甲方批准的变更或补充工程的所有发票和文件。此外，还应提供该工程所用材料的成本、运输和管理的所有原始收据和证据，以供甲方审查。

8.2 Claims / 索赔
8.2.1 Before signing this Contract, Party B undertakes that he has forecasted and willfully taken all risks and responsibilities for the completion of the Works, and Party A will not accept any claim made by Party B for a time extension and cost compensation not caused by Party A or the Employer.
8.2.1 乙方在签订本合同前承诺已预见并自愿承担工程竣工的一切风险和责任，甲方不接受乙方提出的任何非甲方或发包人造成的延期和费用补偿的索赔。

8.2.2 During the Works execution process, if Party B's equipment and personnel slow down or be idling, or the work discontinues, due to bad weather and other non-Party A reasons, Party B shall not make relevant claims to Party A.
8.2.2 在工程实施过程中，乙方的设备和人员因天气等非甲方原因出现减速、窝工、停工等情况，乙方不得向甲方提出相关索赔。

8.3 Project Insurance / 项目保险

8.3.1Party B shall take out all the insurance for its workers and employees and professional liability insurance needed at its own expense, and does not need to share the compensation payment with Party A, for those insurance paid by Party B itself. Party B is obliged to provide Party A with the relevant evidence required by Party A's insurance company unconditionnally. And the indemnity of Party A's insurance company will not be subdivided with Party B.
8.3.1 乙方自行承担所需的为其工人和员工全部保险，不需与甲方分担赔偿金。 乙方有义务免费向甲方提供甲方保险公司要求的相关证据。 且甲方保险公司的赔款不与乙方分摊。

9. Transportation and Management
9.运输与管理
9.1 Transportation and Management / 运输与管理

9.1.1 All the materials and equipment (except the materials provided by Party A stipulated in the subcontract) shall be purchased or leased by Party B. In case of loss or accident caused by the quality of purchased or leased materials and equipment prior to their entry into construction site for Works, Party B shall still bear full responsibility even if the materials have been inspected or approved by Party A.
9.1.1 所需要的一切材料和设备（除分包合同规定由甲方提供的材料）均由乙方采购或租赁，如所采购或租赁的材料和设备在进入施工现场之前因质量问题造成损失和事故，即使材料已经过检查或甲方的认可，乙方仍应承担全部责任。

9.1.2 Party A shall be responsible for storage of material in warehouse after delivery on site and internal transport upon the place of installation. Party B is responsible for taking care of the materials after arrival on place of installation. Equipment belonging to Party B is responsibility of Party B. If any loss or damage happened within the construction site, the loss shall be borne by Party B.
9.1.2 甲方应负责材料交付到现场后的仓库储存和到安装地点的运输。乙方负责材料到达安装地点后的保管。属于乙方的设备由乙方负责。如果在施工现场内发生任何损失或损坏，损失应由乙方承担。

9.1.3 The materials provided by Party A which are stipulated in this subcontract, Party B shall submit the supply plan to Party A in time and confirmed by both parties. After the materials provided by Party A arrive at the construction site, Party B shall be responsible for keeping them. If the materials are lost or damaged due to improper custody or negligence of Party B or its personnel, the resulting losses shall be borne by Party B and compensated at the original price.
9.1.3 分包合同规定由甲方提供的材料，应由乙方及时制定供应计划提交给甲方，并由双方进行确认，甲方提供的材料到场后，应由乙方负责保管，若因乙方或其人员保管不善、疏忽等原因造成材料遗失、损坏，由此导致的损失将由乙方承担并按原价赔偿。

9.2 Usage and Management of Machine & Equipment / 机器设备的使用与管理

9.2.1 All the machinery and equipment for the implementation of this project shall be provided by Party B (save the machinery, equipement and works that shall be provided by Party A in accordance with the Offer and unless it is stipulated in this subcontract that Party A shall provide it). Party B shall strengthen the management and maintenance of its own machinery and equipment to ensure the utilization rate and work efficiency. Party B shall be fully responsible for the loss caused by Party B's mechanical failure.

9.2.1 执行本工程的全部机器设备由乙方提供（除甲方根据报价提供的机械、设备和工程除外，以及除非本分包合同规定由甲方提供）。乙方应加强对己方的机器设备的管理和维护，确保使用率和工作效率。因乙方机械故障造成的损失由乙方承担全部责任。

10.Other
10.其他
10.1 Force Majeure / 不可抗力
10.2.1Force Majeure event means any event beyond the reasonable control of the affected party, which is unforeseeable or unavoidable, or insurmountable even if foreseeable, and occurs after the signature of this Subcontract, making the performance of this Subcontract in whole or in part objectively impossible or impractical. Such events include but are not limited to floods, typhoons, earthquakes, tsunamis, and other natural disasters, strikes, riots, wars (whether declared or not); Both parties to the contract agree that the impact of Covid-19 is not a force majeure event.
10.2.1 不可抗力事件是指在本分包合同签订后发生的任何超出受影响方合理控制的、不可预见或不可避免、或即使可预见也无法克服的事件，使本分包合同的全部或部分履行在客观上不可能或不切实际的。此类事件包括但不限于洪水、台风、地震、海啸等自然灾害、罢工、骚乱、战争（无论是否宣战）；合同双方一致同意新冠疫情的影响不属于不可抗力事情。

10.2.2 If any party does not fulfill its contractual obligations because of the force majeure, the affected party shall not bear the responsibility for breaching the Subcontract, the party who is influenced by the force majeure shall inform the other party about the force majeure immediately including the complete reasonable details and inform the other party if the force majeure leads to suspension of the execution.
10.2.2 任何一方因不可抗力不履行合同义务的，受影响方不承担违反分包合同的责任，受不可抗力影响的一方应立即将不可抗力包括完整的合理细节告知对方，并在不可抗力导致中止执行的情况下通知对方。

10.2.3 If force majeure affects all or part of the Works, both parties shall negotiate to take countermeasures, including whether to postpone or terminate part or all of the Works. When the force majeure event occurs, each party shall try its best to minimize the impact of the force majeure event on the Works. If the impact of the Force Majeure event has been stopped, one party shall notify the other party.
10.2.3 如果不可抗力影响全部或部分工作，双方应协商采取应对措施，包括是否推迟或终止部分或全部工作。当不可抗力事件发生时，各方应尽最大努力将不可抗力事件对项目的影响降至最低。如果不可抗力事件的影响已经停止，一方应通知另一方。

10.2.4 Both parties to the subcontract agree that they will each bear any loss caused to themselves due to force majeure events, and will not claim compensation from the other party
10.2.4 分合同双方同意，各自承担因不可抗力事件给自己带来的任何损失，且将不向对方要求赔偿

10.3Responsibility for Breaching the Subcontract / 违反分包合同的责任
10.3.1 If this Subcontract cannot be performed according to the dynamic plan or contractual regulations required by Party A for reasons attributable solely to Party B, Party A has the right to choose other subcontractors, and to terminate the Subcontract.
10.3.1 如因乙方原因不能按照甲方要求的动态计划或合同规定履行本分包合同，甲方有权选择其他分包商，并解除分包合同。

10.3.2 If Party A cannot perform this subcontract due to reasons of Party A, Party B has the right to request to terminate the contract and claim the unpaid amount
10.3.2 若因甲方原因不能履行本分包合同，乙方有权要求终止合同并索取未支付的款项。

10.4The Suspension and Termination of Subcontract / 分包合同的中止和终止

10.4.1In accordance with the Contract between Party A and his Employer, the Employer may terminate the whole or part of the project at any time at his discretion, regardless of whether Party B breaches the Subcontract. Party A will forward the notice of termination to Party B and Party B shall cooperate with Party A to claim against the Employer for such termination. If any loss is caused to Party A due to Party B's failure to cooperate, Party B shall bear the responsibility and losses. If the claim is successful and the compensation from the Employer could be received, Party A would pay Party B according to the relevant claim clauses of this Subcontract.

10.4.1 根据甲方与其发包人之间的合同，无论乙方是否违反分包合同，发包人可以随时自行决定终止全部或部分工程。甲方将终止通知转发给乙方，乙方应配合甲方向发包人提出终止索赔。如因乙方不配合给甲方造成损失，乙方应承担责任和损失。如果索赔成功并且能够收到发包人的赔偿，甲方将根据本分包合同的相关索赔条款向乙方支付费用。

10.5 Settlements of Disputes

10.5 争端解决

10.5.1Party A and Party B agree that any dispute shall be settled through negotiation. If no agreement can be reached through negotiation, the dispute shall be settled through the Commercial court of Belgrade.

10.5.1 甲乙双方同意协商解决任何争议。协商不成的，由贝尔格莱德商事法庭解决。

10.6 Abidance by Law

10.6 遵纪守法

10.6.1 If there is any inconsistency, contradiction or conflict between this subcontract / the actions of either party to the subcontract and applicable law in Serbia, both parties to the contract shall remind each other in good faith, the resulting problems, both parties agree to revise this subcontract and correct their own behavior.

10.6.1 如果本分包合同/分包合同任何一方的行为与塞尔维亚适用的法律有任何不一致、矛盾或冲突，合同双方应善意相互提醒，由此产生的问题，双方同意修改本分包合同并改正自己的行为。

10.6.2 Party B shall indemnify Party A and its personnel against all claims, damages, losses, and expenses (including legal fees and expenses) of any kind and nature arising out of party B or its personnel's breach of applicable laws, gross negligence, willful misconducts up to the value of 50% of Subcontract Price.

10.6.2 乙方应赔偿甲方及其人员因乙方或其人员违反适用法律、故意或者重大过失而引起的任何种类和性质的所有索赔、损害、损失和费用（包括法律费用和开支），费用不超过分包合同价格的 50%。

11.The Application of Subcontract

11.分包合同生效

11.1 Effective and invalidity conditions of the Subcontract: The Subcontract shall come into force upon the signature and seal of both parties. The contractual obligations are fully fulfilled and all payments have been made, the Subcontract ceases to be active.

11.1 分包合同的生效和无效条件：分包合同自双方签字盖章之日起生效。合同义务已完全履行并已支付所有款项，分包合同不再有效。

11.2 Neither Contracting Party may assign or transfer to a third party this Agreement or the rights and obligations arising therefrom, without the prior consent of the other Contracting Party given in writing.

11.2 未经合同任意一方事先书面同意，合同任意一方不得将本协议或由此产生的权利和义务转让或转让给第三方。

11.3 This Subcontract and its appendixes shall be regarded as the full agreement between two parties, and it will replace any previous verbal agreement or understanding, and communication which is made before this subcontract is issued. If the appendix of this subcontract is inconsistent with the text of this subcontract, the text of this subcontract has the priority of interpretation.
11.3 本分包合同及其附件应视为双方之间的完整协议，将取代之前的任何口头协议或谅解，以及本分包合同签发前的沟通。 本分包合同附件与本分包合同正文不一致的，以本分包合同正文为准。

11.4The illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of other provisions.
11.4 本协议任何条款的非法性、无效性或不可执行性不影响其他条款的有效性和可执行性。

11.5Amendments to this Agreement or its appendixes shall be effective only by written agreement and signed by legal persons or authorized representatives of both parties.
11.5 本协议或其附件的修改须经双方的法人或授权代表签署书面协议方可生效。

11.6 For issues not covered by this agreement, the Serbian Laws will apply related to the topic. In the case laws don't regulate certain topics, both parties shall negotiate and sign a supplementary agreement. The supplementary agreement shall serve as a supplementary document to this Agreement and have the same legal effect as this Agreement.
11.6 对于本协议未涵盖的问题，将适用与该主题相关的塞尔维亚法律。法律对某些事项没有规定的，双方协商签订补充协议。补充协议作为本协议的补充文件，与本协议具有同等法律效力。

11.7 The subcontract is made in Chinese and English. In case of any discrepancies, the English version shall prevail.
11.7 该分包合同是用中文、英文书就。如有任何差异，以英文版本为准。

11.8 This Subcontract is made in quadruplicate, with each party holding two copies.
11.8 本分包合同一式四份，双方各持两份。

Appendix 1: Agreement on Health, Safety and Environmental Protection
附件 1：健康、安全、环境保护协议

Appendix 2: Materials which shall be provided by Party B
附件 2：乙方提供材料清单

Appendix 3 : Offer of Party B no. REF: 2399-PT REV 0 dated 25.12.2023.
附件 3：乙方报价单：编号 REF: 2399-PT REV 0，日期为 2023 年 12 月 25 日。

Party A ： SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd	Party B：FREYSSINET SRBIJA DOO
Signature:	Signature:
Name: Wang Yong	Name : Miodrag Stanković
Date：	Date : 11.01.2024.

FREYSSINET SRBIJA BEOGRAD

Appendix 1　附件 1

Agreement on Health, Safety and Environmental Protection
健康、安全、环境保护协议

Party A: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd
Party B: FREYSSINET SRBIJA DOO
In order to create a safe and efficient construction environment and to do a good job in all relevant safety management work required to complete this work, both parties hereby sign this health, safety and environmental protection agreement.
为营造安全高效的施工环境，做好为完成本工作的所需的相关所有安全管理工作，甲乙双方特此签订本健康、安全、环境保护协议。

1. Party B shall be responsible for maintaining all Party B's machinery, vehicles, equipment, facilities, materials supply, and operation on-site, as well as keeping other resources that are used by (or related to) Party B clean and safe. Party B shall inspect the site to determine defects, potential sources of injury or hazardous conditions, and operations occurring in the course of execution. Party B shall inform its employees and Party A's representatives of the defects or risks and take corrective measures.
1. 乙方应负责维护乙方的所有机器、车辆、设备、设施、材料供应和现场操作，以及保持乙方使用（或与之相关）的其他资源的清洁和安全。乙方应检查现场以确定缺陷、潜在的伤害源或危险情况以及执行过程中发生的操作。乙方应将缺陷或风险告知其员工和甲方代表，并采取纠正措施。

2. Party B shall comply with all laws (international, national, local, or other laws) applicable at the site and HSE regulations of Party A and the Employer, including fire prevention, health, environmental protection, and security regulations. Party B shall be familiar with and comply with the Employer's and Party A's health, safety, environmental protection, and security policies and instructions. Party B shall ensure that all services, materials, and goods of Party B used during the execution of the project comply with laws, regulations, and requirements issued by the local government or other local administrative authorities.
2.乙方应遵守现场适用的所有法律（国际、国家、地方或其他法律）以及甲方和发包人的 HSE 法规，包括防火、健康、环保和安全法规。乙方应熟悉并遵守发包人和甲方的健康、安全、环境保护和安保政策和指示。乙方应确保乙方在项目执行过程中使用的所有服务、材料和货物符合当地政府或其他地方行政当局颁布的法律、法规和要求。

3. Party B shall be responsible for maintaining and improving the safety awareness of employees. Due to safety accidents caused by Party B or its personnel, Party B shall bear the responsibilities and losses caused thereby.
3. 乙方应负责维护和提高员工的安全意识，因乙方或其人员导致的安全事故，乙方应承担因此导致的责任和损失。

4. Party B shall appoint a competent safety specialist, in charge of offering advice to the representative of Party B on all safety matters related to the execution of the project. Party A has the right to refuse to accept the appointment of the safety specialist if party A considers the person incompetent or unqualified. Prior to the commencement of the project, Party B shall notify Party A of the appointment of a safety specialist. The appointee should have appropriate qualifications and experience in similar projects.
4. 乙方应指定一名称职的安全专家，负责就与项目执行有关的所有安全事项向乙方代表提供建议。甲方认为安全专员不称职或不合格的，甲方有权拒绝接受该安全专员的任命。工程开工前，乙方应通知甲方指定安全专家。受聘人应具备类似项目的适当资格和经验。

5. Party B shall provide sufficient first aid equipment, and other necessary safety equipment for the implementation of the Works at its own expense. In accordance with this subcontract, relevant laws and industry regulations, Party B shall maintain the equipment in a professional manner and regularly verify the equipment.

5. 乙方应自费提供足够的急救设备、灭火器等实施本工程的必要的安全设备及个人防护用品。根据本分包合同、相关法律及行业规定，乙方应以专业的方式维护设备并定期对设备进行验证。

6. If Party A considers that the equipment, personnel or engineering conditions are unsafe or do not conform to Party A's requirements, Party A's representative shall have the right to prohibit the commencement of the project or suspend the execution of part of the project.
6. 甲方认为设备、人员或工程条件不安全或不符合甲方要求的，甲方代表有权禁止工程开工或暂停部分工程的实施。

7. Party B's serious or repeated breach of the health, safety, and environment provisions of this Contract, or Party B's refusal or failure to remedy any harmful work operation or to improve or replace equipment as required within a continuous period of 10 (ten) days, shall constitute a material breach. In this case, Party A has the right to suspend the works or terminate this subcontract.
7. 乙方严重或屡次违反本合同的健康、安全和环境条款，或乙方拒绝或未能在连续 10（十）天内按要求对任何有害工作操作进行补救或改进或更换设备，应构成重大违约。在这种情况下，甲方有权暂停工程或终止本分包合同。

8. The Agreement is prepared in four copies, two for the Party A, and two for the Party B.
8. 本协议一式四份，甲方 2 份，乙方 2 份。

9. The Agreement will take effect upon signature and stamp by the legal representatives or authorized representatives of the Party A and Party B, and will be terminated after the completion of overall project.
9. 本协议经甲方和乙方的法定代表人或授权代表签字盖章后生效，本协议在整个工程完成后终止。

Party A ： SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd

Party B ： FREYSSINET SRBIJA DOO

Signature:

Name: Wang Yong
Date：

Signature:

Name: Miodrag Stanković
Date：11.01.2024.

Appendix 2　附件 2

Materials which shall be provided by Party B
乙方应提供材料清单

Name of material 材料名称	Model Specifications 规格型号	Unit 单位	Amount 数量
Prestressing cables 钢绞线	Steel strands Ø15,7mm, 150 mm², 1860N/mm2 according prEN 10138-3	kg	11,894.00
Corrugated ducts 波纹管	Steel corrugated ducts Ø60/65 mm	m	1488.00
Anchorage 锚具	7C15 active anchors with tramplets and wedges	set/套	140
Grouting material 压浆料	Cement and additives for the preparation of grout	/	Provided according to actual needs
The quantity in the list of materials is only an estimated quantity, and Party B will provide the required materials according to actual needs. The final settlement will be based on the actual installed steel strand weight confirmed by both parties. 材料清单的数量只是预计数量，乙方将按实际需求提供所需材料。最终结算将以实际安装并经双方确认的钢绞线数量为依据。			

Appendix 3　附件 3

Freyssinet

PONUDA ZA PREDNAPREZANJE NADVOŽNJAKA KOD MALOG IĐOŠA

DEONICE NOVI SAD - KELEBIJA

25.12.2023.

REF: 2399-PT REV 0

ATTENTION

Confidential - Copyright of this document belongs to The Freyssinet Group

MB

1. PRETHODNE NAPOMENE 3
2. FREYSSINET 3
3. UVOD 4
4. TEHNIČKE KARAKTERISTIKE 4
5. KOMERCIJALNI USLOVI 5
6. PRILOZI 8

Confidential - Copyright of this document belongs to The Freyssinet Group

INITIALS

1. PRETHODNE NAPOMENE

Smisao ovog dokumenta je da definiše obim radova na prednaprezanju za " SHANDONG LUQIAO GROUP CO. LTD OGRANAK" (u daljem tekstu GLAVNI IZVOĐAČ), u okviru izvođenja radova na DEONICI NOVI SAD - KELEBIJA (u daljem tekstu PROJEKAT), kao FREYSSINET ponudu za relevantne radove sa tehničkim i komercijalnim uslovima.

Našu ponudu treba posmatrati kao celinu i ne može se deliti, osim ako to nije posebno odobreno u pisanoj formi od strane Freyssinet. Svi prilozi će se smatrati kao sastavni deo ove ponude.

Ova Ponuda i uslovi ove Ponude predstavljaju poslovnu tajnu Freyssinet grupe kompanija i moraju biti tretirani kao poverljivi podaci i kao takvi neće biti otkriveni bilo kojem licu, osim ako se sa tim izričito prethodno ne saglasi Freyssinet ili ukoliko to bude zahtevano u skladu sa pravom Republike Srbije ili Republike Francuske koje se primenjuje u ovakvim slučajevima.

Naša Ponuda i naročito naša cene i uslovi navedeni u ovoj ponudi, ne pokrivaju mere ili uticaj usled epidemije Corona Virusa kao i usled poremećaja tržišnih uslova u svetu povodom sukoba u Ukrajini. U slučaju da Corona Virus i/ili mere i/ili ograničenja utiču na bilo koji način na ovaj tender ili eventualni budući ugovor za ove radove, Freyssinet ne može snositi posledice usled istih osim ako to nije prethodno dogovoreno i ugovoreno sa vama.

Naše cene su zasnovane na tekućim cenama materijala i važe do kraja radnog dana 25.12.2023.

2. FREYSSINET

2.1. Profil kompanije

Freyssinet Grupa, lider u primeni modernih građevinskih tehnologija i tehnici prednaprezanja, je trenutno aktivna sa svojim kompanijama, partnerima ili agencijama u 46 zemalja i učestvuje u prestižnim projektima širom sveta sa svojim patentiranim proizvodima, tehnikama, informacijama i iskustvom.

Freyssinet, specijalizovan u modernim mostovskim konstrukcijama oslanjajući se na stečeno znanje i iskustvo svojih partnera, trudi se da proširi upotrebu ekonomski izvodljivih tehnika koje su poslednja reč tehnologije širom regiona.

Freyssinet je ekspert u prednaprezanju, konsultant u sprovođenju konstruktivnih metoda i opreme i glavni izvođač u mnogim projektima rekonstrukcija i sanacija u ovoj oblasti.

2.2. Reference

Za prošlih 10 godina, na nekoliko zgrada i mostovskih konstrukcija u Srbiji i regionu primenjen je sistem prednaprezanja Freyssinet. Navodimo samo neke od važnijih projekata:

- Autoput E763 Beograd – Južni Jadran, deonica: Surčin-Obrenovac,
- Autoput E75, deonica: Caričina Dolina - Vladičin Han, LOT 6: tunel Manajle – Vladičin Han,
- Autoput E763 Beograd – Južni Jadran, deonica: Ljig-Preljina,
- Nadvožnjak u Leskovcu,
- LOT XIII – Vijadukt u Gamzigradskoj Banji na putu Paraćin - Zaječar,
- Podvožnjak na prilazu mostu Žeželj, Pruga Beograd-Novi Sad,
- Most sa kosim zategama u Podgorici (Crna Gora).
- Most preko reke Save kod Šapca

Freyssinet tehnologija i koncept kablova, konstruktivne metode, praćenje i metode održavanja se

Confidential - Copyright of this document belongs to The Freyssinet Group

obnavljaju paralelno sa konstantnim razvojem konstruktivnih tehnologija. Neki od projekata na kojima je FREYSSINET trenutno aktivan i učestvuje u izvođenju radova su sledeći:

- Čortanovci Vijadukt, Pruga Beograd-Novi Sad,
- Batajnička Petlja Vijadukt,
- Most preko Begeja u Zrenjaninu,
- Autoput Kičevo - Ohrid (Makedonija),
- Autoput Kuzmin – Sremska Rača,
- Autoput Ruma - Šabac.

Jedinstveno iskustvo, znanje i veština završnih radova FREYSSINET-a, će omogućiti uspešan završetak projekta.

3. UVOD

Freyssinet poseduje European Technical Approval (ETA) No. 06/0226 kao i CE Certificate of Conformity No. 1683-CPD-0004 za sistem za prednaprezanje. ETA i CE su predmet stalne kontrole ovlašćenih institucija. Proizvođač užadi poseduje sertifikat EN ISO 9001:2008 za proizvodnju užadi za prednaprezanje sastavljenu od 7 glatkih žica.

4. TEHNIČKE KARAKTERISTIKE

4.1. Opšte karakteristike mosta

Ponuda se odnosi na mostovske konstrukcije na pružnoj deonici Novi Sad – Kelebija, i to:

- Nadvožnjak kod Malog Iđoša

4.2. Predmet Ponude

Naša ponuda je bazirana na dokumentaciji i specifikacijama primljenih od Glavnog Izvođača i obuhvata sledeće:

- Nabavka materijala za prednaprezanje (kotve, užadi i metalne korugovane cevi),
- Rentiranje i transport opreme,
- Radovi na prednaprezanju,
- Radovi na injektiranju.

4.3. Tehnički sadržaj

4.3.1. Projektne i tehničke specifikacije

Ponuda je bazirana prema dobijenoj dokumentaciji od strane Glavnog Izvođača u Aprilu 2023 godine.

4.3.2. Sistem za prednaprezanje

Naša ponuda je bazirana na principu Freyssinet sistema za prednaprezanje koji može da se koristi za svako uže, i Freyssinet sistem za prednaprezanje sa buntovima užadi prečnika 15,7 mm (150mm2) i klase 1860 MPa. Užad koja se koriste u projektu odgovaraju evropskim standardima EN-10138. Takođe, po projektu je planirana upotreba Freyssinet sistema prednaprezanja sa aktivnim kotvama 7C15.

Confidential - Copyright of this document belongs to The Freyssinet Group

INITIALS

5. KOMERCIJALNI USLOVI

5.1. Planiranje - rokovi izvođenja radova

Naše cene su bazirane za 15 dana kontinualnog rada i rentiranjem opreme u tom periodu.

5.2. Obaveze Freyssinet -a

5.2.1. Nabavka materijala

Naša cena uključuje isporuku na gradilište sledećih materijala:

Opis	Jedinica	Količina
Čelična užad Ø15,7 mm, 150 mm², 1860N/mm² prema prEN 10138-3	kg	11.894,00
Metalne korugovane cevi Ø60/65 mm	m	1.488
7C15 aktivne kotve sa trampletima i klinovima	kom	140
Cement i aditivi za pripremu smese za injektiranje		

Atesti proizvođača za isporučene materijale,

- „Deklaracija o usaglašenosti" za kotve,
- Atesti proizvođača za cevi,
- Atesti proizvođača za užad.

5.2.2. Rentiranje opreme

Našom ponudom je obuhvaćeno rentiranje određene količine neophodne opreme kao što sledi:

Tip opreme	Količina
Hidraulična Pumpa	1
Presa za prednaprezanje CC350 sa nastavkom 7C15	1
Mikser za injekcionu smešu sa pumpom	1

Freyssinet će obezbediti validne ateste za kalibraciju opreme za prednaprezanje.

5.2.3. Radovi na prednaprezanju i injektiranju

Freyssinet će obezbediti uslugu tehničkog osoblja za nadzor radova prednaprezanja i jedan tim do 3 radnika za prednaprezanje i injektiranje. Glavni Izvođač će obezbediti 2 radnika da asistiraju našim radovima ako za to ima potrebe.

Naša ponuda obuhvata sledeće radove:

- Krojenje i uvlačenje užadi;
- Postavljanje kotvi i klinova;
- Radovi na prednaprezanju i injektiranju;

Priprema zapisnika o prednaprezanju i injektiranju je uključena u cenu.

Confidential - Copyright of this document belongs to The Freyssinet Group

INITIALS

15

5.3. Obaveze Glavnog Izvođača

- da obezbedi validnu projektnu dokumentaciju sa protokolima prednaprezanja,
- da obezbedi adekvatan prilaz komercijalnom vozilu nosivosti 24t (šleper) za dovoz materijala i opreme na gradilište,
- da obezbedi obezbeđen magacinski prostor, dobro dreniran i zaštićen od padavina za uskladištenje isporučenog materijala, i to natkriven za skladištenje kotvi i opreme za prednaprezanje, kao i otvoren prostor za skladištenje užadi i LR cevi sa drvenim gredicama za postavljanje ispod,
- da obezbedi sredstva za istovar-utovar materijala (težine do 4t) i opreme na mestu uskladištenja, prevoz do mesta ugrađivanja i istovar kod mesta ugrađivanja, kao i utovar opreme nakon završetka radova bez nadoknade,
- da obezbedi bezbedan prilaz i radne platforme na svim radnim mestima podizvođača,
- da obezbedi sredstva za manipulaciju i rad sa materijalom (težine do 4t) i opremom za prednaprezanje,
- da obezbedi dovoljno osvetljenje na mestu izvođenja radova, i da obezbedi izvor električne energije sa adekvatnim priključcima dovoljne snage, neposredno na mestu izvođenja radova,
- da izvrši nabavku i postavljanje sve neophodne armature (uključujući i spirale u ankernom bloku) u zoni kablova i kotvi,
- da pažljivo izvodi radove na postavljanu armature i betoniranju mostovskih nosača,
- da postavi limeno-rebraste cevi, podložne ploče (trumplete) i levkove u projektovani položaj,
- da postavi zaštitu (okiten creva) u limeno rebraste cevi pre betoniranja i iste ukloni nakon betoniranja a pre uvlačenja užadi,
- da izbetonira nosače, a naročito ankerne blokove sa zahtevanim kvalitetom,
- da eventualna začepljenja cevi nastala pri betoniranju, otkloni o svom trošku,
- dodatnu pomoćnu radnu snagu za asistenciju na radovima prednaprezanja i injektiranja,
- da obezbedi pijaću vodu neposredno na mestu izvođenja radova potrebnu za pripremu smese za injektiranje,
- da obezbedi ispitivanja materijala (užadi i injekcione smese) i eksternu kontrolu ukoliko se to zahteva,
- odgovarajuću rashlađenu/toplu vodu ukoliko je neophodno vršiti injektiranje za vreme visokih/niskih temperature vazduha/konstrukcije,
- zaparivanje nosača ukoliko je neophodno vršiti injektiranje tokom "hladnih" dana,
- da obezbedi čuvarsku službu za uskladišteni materijal i opremu,
- transport i odlaganje otpada sa gradilišta,
- upotrebu gradilišnih kontejnera (toalet, svlačionice, jedne kancelarije...).

Confidential - Copyright of this document belongs to The Freyssinet Group

INITIALS

5.4. Cena

Naša cena za izvođenje predmetnih radova po principu JEDINIČNE CENE (bez obračunatog PDV-a):

Br.	Pozicija	Količina	Jedinica mere	Jedinična cena (EUR)	Ukupno (EUR)
1	✓ Nabavka, transport i isporuka kablovskih užadi 15,7mm, 150mm², 1860 MPa, u skladu sa EN-10138. ✓ nabavka, transport i dostava na gradilište odgovarajućih metalnih korugovanih cevi Ø60/65 mm. ✓ nabavka, transport i dostava na gradilište odgovarajućih kotvi 7C15 sa trampletima i klinovima, ukupno 140 kom ✓ dostava na gradilište neophodne opreme za izvođenje opisanih radova ✓ rad na krojenju, utezanju i injektiranju kablovskih užadi.	11.894	kg	2,80	33.303,20
				Ukupno (EUR)	**33.303,20**

5.5. Uslovi plaćanja

5.5.1. Avansno plaćanje

5.5.2. Dinamika plaćanja

Vrednost isporučenog materijala i izvedenih radova, Glavni Izvođač će redovno plaćati putem ispostavljenih mesečnih situacija Freyssinet, najkasnije 15 dana od dana ispostavljanja.

5.5.3. Ostali uslovi plaćanja

Situacije/računi će biti obračunate u EUR i isplata će se vršiti u RSD po srednjem kursu NBS na dan plaćanja.

5.6. Opšti uslovi

Ukoliko radovi na prednaprezanju traju duže od predviđene dinamike, Freyssinet zadržava pravo fakturisanja troškova zakupa opreme za izvođenje radova, kao i angažovanih radnika i tehničkog tima za dodatni period angažovanja.

Odgovornost Glavnog Izvođača je da obezbedi isplatu od Investitora. Plaćanje Freyssinet-u neće zavisiti od isplate Investitora Glavnom Izvođaču, jer razlog za neplaćanje Investitora Glavnom Izvođaču nije pod kontrolom Freyssinet-a.

Naša cena ne uključuje nikakve troškove, poreze i druge obaveze nametnute od strane lokalnih vlasti ili zadržane iznose - garantni depozit. Sva osiguranja od rizika i ostala osiguranja radova, u skladu sa glavnim ugovorom treba da snosi Glavni Izvođač.

Ukoliko se bilo šta od navedenog što nije uključeno u Ponudi zahteva od Freyssinet, korigovaće se ponuđena cena.

Confidential - Copyright of this document belongs to The Freyssinet Group

INITIALS

5.7. Rokovi isporuke

Rok isporuke za materijal i opremu je 7 dana od potpisivanja ugovora i uplate avansa (izuzev u avgustu).

Rokovi isporuke zavise i od specifičnih zakonskih regulativa, između ostalog i vanrednog stanja u R. Srbiji zbog situacije izazvane covid-19 virusa, kao i od uslova u zemljama proizvođača materijala i zemljama tranzita izazvanih poremećajima tržišnih uslova u svetu usled covid-19 virusa kao i usled sukoba u Ukrajini, što se može odraziti na napred navedene rokove isporuke, te za odstupanja u rokovima usled navedenih okolnosti Freyssinet ne snosi odgovornost.

5.8. Ostali uslovi

5.8.1. Bezbednost i zaštita na radu

Naša ponuda je bazirana na principu da će svo naše osoblje i oprema biti bezbedna za rad u i oko gradilišta i nikad neće biti izložena opasnostima na radu.

Freyssinet ima pravo da preuzme sve neophodne mere da eliminiše bilo kakav rizik od opasnosti ako mere bezbednosti nisu propisno obuhvaćene od strane Glavnog Izvođača, reflektujući se na dodatnu cenu Glavnom Izvođaču.

6. PRILOZI

Prilog 1: Freyssinet PT system European Technical Assessment ETA 06/0226
Prilog 2: Certificate of Constancy of Performance

Confidential - Copyright of this document belongs to The Freyssinet Group

INITIALS

Prilog 1: Freyssinet PT system European Technical Assessment

ETA 06/0226

Confidential - Copyright of this document belongs to The Freyssinet Group

INITIALS

Cerema

Member of EOTA
www.eota.eu

Cerema ITM
110 rue de Paris
77 171 Sourdun
FRANCE

Mail: ete-dtecitm@cerema.fr
Tel: +33 160 523 131
Web: www.cerema.fr

European Technical Assessment ETA 06/0226 of 09/03/2018

Technical Assessment Body issuing the ETA: Cerema	
Trade name of the construction product	**Système Freyssinet** Freyssinet system
Product family to which the construction product belongs	16 - Post-tensioning kit for prestressing of structures
Manufacturer	SOLETANCHE FREYSSINET 280 avenue Napoléon Bonaparte F-92500 Rueil-Malmaison
Manufacturing plant	FPC Z.A. du Monay-Saint Eusèbe F-71210 SAINT EUSÈBE
This European Technical Assessment contains	110 pages including 53 pages of Annexes which form an integral part of this assessment.
This European Technical Assessment is issued in accordance with Regulation (EU) No 305/2011, on the basis of	ETAG 013, Edition June 2002, Post-Tensioning Kits for Prestressing of Structures used as European Assessment Document
This ETA replaces	ETA 06/0226, issued on 28/06/2013

Confidential - Copyright of this document belongs to The Freyssinet Group

INITIALS

Prilog 2: Certificate of Constancy of Performance

Confidential - Copyright of this document belongs to The Freyssinet Group

INITIALS

ASQPE	CERTIFICATE OF CONSTANCY OF PERFORMANCES No. 1683 - CPR - 0048	CE

(English translation, the original version is in French)

PRESTRESSING POST-TENSIONING SYSTEMS

Certificate of constancy of performances issued by the Notified Body :
ASQPE
Identification Number : 1683
Address : ASQPE 1 rue Gaston Boissier 75724 Paris Cedex 15

Kit manufacturer : SOLETANCHE FREYSSINET
ETA No - 06/0226 issued by CEREMA on 09 Mars 2018

Manufacturing plant : FPC
Address : Z.A.du Monay-Saint-Eusèbe F-71210 SAINT EUSÈBE

Certified Product : FREYSSINET System

In compliance with Regulation 305/2011/UE of the European Parliament and of the Council of 9 March 2011 (the Construction Products Regulation or CPR), it has been stated that :

the prestressing by post-tensionning FREYSSINET system
produced by FPC

have been submitted to the initial type-testing and that the manufacturer performs the continuous surveillance of the factory production.

The Notified Body ASQPE has realized the initial inspection of the factory and has controled the factory production continuous surveillance. This certificate attests that all provisions concerning the attestation of the factory production under système 1+ described in the ETA-06/0226 were applied and that the product fullfills all the prescribed requirements.

This certificate is issued on 13 June 2018 and, except withdrawal or suspension, remains valid as long as the conditions laid down in the harmonised technical specification in reference or the manufacturing conditions of the factory or the FPC itself are not modified significantly.

Issued in Paris, on 13/06/2018

the ASQPE President
ASQPE
Jacky SEANTIER

cofrac
CERTIFICATION DE PRODUITS ET SERVICES
ACCREDITATION N° 6-0043 PORTEE DISPONIBLE SUR WWW.COFRAC.FR

page 1/2

ASQPE (Association Pour la Qualification de la Précontrainte et des Equipements des Ouvrages et de Génie Civil)
1 rue Gaston Boissier - 75724 Paris cedex 15 - Tel: 33 (0)1 40 43 38 24 - Fax: 33 (0)1 40 43 38 51

Confidential - Copyright of this document belongs to The Freyssinet Group

INITIALS

MB

Definition of the FREYSSINET Post-Tensioning System

refer to article 1.2 of European Technical Assessment No ETA-06/0226 (version of 09/03/2018)

Essential characteristics	Performance	Harmonised technical specification
Resistance to static load	Satisfaction of acceptance criteria given in paragraph 6.1.1-I of ETAG 013	ETA 06/0226 according to ETAG 013
Resistance to fatigue	Satisfaction of acceptance criteria given in paragraph 6.1.2-I of ETAG 013	ETA 06/0226 according to ETAG 013
Load transfer to the structure	Satisfaction of acceptance criteria given in paragraph 6.1.3-I of ETAG 013	ETA 06/0226 according to ETAG 013

cofrac

ACCREDITATION N° 1-1040
PORTEE DISPONIBLE SUR WWW.COFRAC.FR

ASQPE (Association Pour la Qualification de la Précontrainte et des Equipements des Ouvrages et de Genie Civil)
1 rue Gaston Boissier- 75724 Paris cedex 15 - Tel: 33 (0)1 40 43 38 24 - Fax: 33 (0)1 40 43 38 51

Confidential - Copyright of this document belongs to The Freyssinet Group

INITIALS